

INTERAGENCY AGREEMENT

BETWEEN

UNITED STATES DEPARTMENT OF THE ARMY

Corps of Engineers
Somerville Dam and Lake
Somerville, Texas

AND

THE FEDERAL BUREAU OF PRISON

U. S. Department of Justice
320 First Street, N. W.
Washington, D. C. 20534

FOR

USE OF FEDERAL PRISON LABOR

THIS INTERAGENCY AGREEMENT, entered into, by, and between, the Director, Federal Bureau of Prisons (BOP), Department of Justice, Washington, D. C., and the Director, the United States Department of the Army, Corps of Engineers, Somerville Dam and Lake, herein after referred to as the Corps.

WHEREAS, Title 18 U.S.C. 4125(a) provides that the services of United States inmates may be made available to perform the work set forth under terms, conditions, and rates mutually agreed upon, for constructing or repairing roads, clearing, maintaining and reforesting public lands, building levees, and constructing or repairing any other public ways or works financed wholly or in major part by funds appropriated by Congress; and

WHEREAS, the Corps will have a continuing requirement for labor to include, but not limited to, providing repair and maintenance work such as mowing lawns, painting, carpentry, cutting trees, maintaining flower beds, planting, performing custodial duties, and other similar type work; and

WHEREAS, BOP has under its custody and control a varying number of able-bodied Federal inmates who can be made available for such activities, and

WHEREAS, it is to the mutual advantage of BOP and the Corps, to have these inmates performing such work, NOW, THEREFORE IT IS AGREED:

1. Responsibilities of the Bureau of Prisons: The Federal Prison Camp, Bryan, Texas shall:

- a. Assume responsibility for the selection of inmates to perform tasks requested by the Corps.
- b. Provide approximately forty-five (45) Federal inmates who are appropriate for mutually approved work at Somerville Dam and Lake. Work is to be performed on Monday and Thursday of each week.
- c. Provide routine medical care, regular clothing, safety shoes and meals.
- d. Provide transportation and driver from the prison to a single work site and return in accordance with the working agreement..
- e. Provide training for the Corps staff in such areas as inmate discipline, staff conduct, inmate accountability and supervision, BOP safety, and any other training which would be beneficial to the supervision of Federal inmates. This training will be provided by Bureau of Prisons staff at no cost to the Corps.
- f. Reimburse Corps for emergency medical expenses incurred on behalf of the inmate workers .
- g. Report any escape, riot, disturbance or similar incident occurring at the project and involving the Federal prison inmates participating in the inmate labor program to the Corps representative. The Warden of the correctional facility shall provide as a minimum, the date and time of the incident, the type of incident, a synopsis of the incident, and corrective action taken.
- h. Notify the Corps representative of any criminal action by a Federal Bureau of Prisons Labor Program inmate against a military member, family member, or civilian assigned to or residing on or traversing the project and provide as a minimum, the date and time of the incident, the type of incident, and a synopsis and the corrective action taken.

2. Responsibility of the Corps: The Corps shall:

- a. Provide on-site technical supervision and necessary training by Corps personnel approved to inspect the work and advise as to work standards and performance of Federal inmates assigned to work at Somerville Dam & Lake..
- b. Provide special protective and safety equipment not normally available to inmates at the institution, materials, tools, and supplies, with the exception of steel-toed boots.
- c. Provide one van to assist Federal Prison Camp staff in transport of equipment and inmates within the compounds of Somerville Dam & Lake. FPC staff member will drive the van.

- d. Provide a safe and humane work environment.
- e. Report any infractions or misconduct to the BOP. The Corps is responsible for making immediate report to the BOP of any known escape or inmate misconduct.
- f. Assure that selected supervisors are of good integrity, do not have a significant criminal record, and have no history of drug or alcohol abuse.
- g. Provide emergency medical care and first aid to inmates and immediately notify the BOP.
- h. Take appropriate measures to ensure that the work performed by inmate labor will not displace regular employees, supplant employment opportunities ordinarily available within the agency, impair contracts for services, or exploit inmate labor.
- i. Annual report of inmate project accomplishments will be prepared by September 10th each year with copy furnished to the BOP.

3. Selection of Inmates:

- a. The Federal Prison Camp, Bryan, Texas, assumes responsibility for the selection of inmates to perform tasks requested by the Corps. Final approval of those inmates assigned will be with the joint consideration of the Intensive Confinement Center Administrator, Bryan, Texas and the Reservoir Manager, Somerville Dam & Lake.
- b. Inmates will be selected with due regard to their safe custody, their mental and physical competence and suitability for the work programs.
- c. The number of inmates selected will be approximately forty-five (45)..

4. General Provisions, Rules, Regulations, Privileges, Restrictions:

- a. All Federal inmates assigned to work at Somerville Dam & Lake will be of community custody classification and will not include prisoners with a history of serious violence, escape or sexual offenses. Additionally, no inmate in whom there is a significant public interest, or who is a principal organized crime figure, will be assigned to work at Somerville Dam & Lake.
- b. Federal inmates will not be employed within Somerville Dam & Lake sensitive areas including beach areas during the public use season. Federal inmates are to be working only on property of the Somerville Dam & Lake.
- c. Federal inmates will not be allowed to operate Somerville Dam & Lake vehicles and heavy equipment.

d. Any costs incurred by either party in implementing this agreement are the responsibility of that party.

e. In the event of an emergency situation, e.g., escape, disturbance, criminal act, hostage situation, etc., the Federal prison Camp, Bryan, Texas will enact the appropriate contingency plans. The Reservoir Manager will immediately report details of any such incidents to chief, Operations Division for notification of HQDA through command channels.

f. All Federal inmates selected and provided under this agreement shall be considered as employed as provided in 18 U.S.C. 4126, and covered for any injury under the provisions of the Inmate Accident Compensation System, 28 CFR 301.

g. Inmates classified at the minimum level of the BOP security classification will be utilized in the inmate labor program.

h. An inmate in who there is a significant management problem in other facilities; who poses a threat to the general public; who has been declared or found insane or mentally incompetent by a court, administrative proceeding, physician, or under treatment for a mental disease or disorder; or, who has been convicted of the sale of illegal drugs or presents a threat in any way to the project or its personnel as determined by the Reservoir Manager in coordination with the correctional facility Warden, will not be permitted in the inmate labor program.

i. The Reservoir Manager shall direct the removal of any inmate he deems undesirable or detrimental in any way to the mission, civilian employees, or family members at the project.

j. All laws of the United States and rules of the Federal Bureau of Prisons relating to imprisonment, transfer, control, discipline, escape, release of, or in any way affecting inmates, shall apply to all Federal inmates selected and provided under the terms of this agreement.

5. Control and Employment:

a. The Corps will assign fully qualified and experienced personnel to oversee all programs undertaken within the terms of this agreement. The Corps personnel will give specific direction as to what and how project work is to be done, provide technical advice, make necessary corrections or changes in project design and give final approval of project work before crews proceed to the next job, assure that the crews are working in a safe manner and using tools correctly. The Corps will provide inmates training in the proper use of any equipment any BOP inmates may come into contact with while on their work detail. Corps personnel will conduct documented safety meetings with crews at least weekly. In the event that the work crews do not produce the required amount of work, or to the Corps standards, or do the work in a safe manner, Corps personnel shall advise the BOP staff.

b. Federal inmates will be used only on those types of work projects that are consistent with 19 U.S.C. 4125(a) and as mutually agreed to by the Corps, and the Warden, Federal Prison Camp, Bryan, Texas. Inmates so employed will be given technical guidance by the Reservoir Manager, with one BOP staff member providing two to four hour interval supervision of the inmates depending upon their custody classification.

c. The employment of Federal inmates will not displace currently employed, or previously funded, civilian employees within the annual funded output level of the Corps plan. In addition, the Inmate Labor Program will be operated in such a manner that it will not interfere with the operation and/or mission of the Somerville Dam & Lake as determined by the Reservoir Manager.

d. Federal inmates will be selected by the Intensive Confinement Center Administrator, and their assignments will be made by the Reservoir Manager to the on-site BOP staff member. Federal inmates who, while employed at Somerville Dam & Lake, do not perform to the satisfaction of the supervisor providing technical direction, will be reported to the Federal Prison Camp, Bryan, Texas and removed from the Inmate Labor Program.

e. The statistics reflecting the utilization of labor of Federal inmates will not be included in manpower estimates or records used for establishing personnel ceilings. Federal inmates may be counted in determining number of personnel supervised when assigned on a regular basis for technical supervision.

f. Federal inmates will not be paid from Corps funds for work accomplished or services rendered.

6. It Is Mutually Agreed:

a. The Corps shall not be liable for misconduct or unauthorized absence of inmates.

b. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave. The Corps shall not bear responsibility for payment of expenses of inmates, for which the BOP bears full and exclusive responsibility.

c. The Corps shall not be liable for sickness, accidents or death of individuals engaged in any activity conducted under this agreement unless caused by the negligence of the Corps.

d. The Corps shall not be liable for interference with or damage to property unless caused by the negligence of the Corps. Such interference or damage will be promptly corrected by BOP upon notification.

e. Nothing in this agreement shall be construed as obligating the Corps or BOP to expend money in any obligations for the future payment of money in excess of appropriations authorized by law and administratively made available for this work.

f. The BOP representative shall also notify the Corps of any negative media coverage concerning the inmate labor program and provide as a minimum the media source (name/channel of newspaper/television), date of coverage, synopsis of report, whether report had local, regional or national coverage, copies of article/script if available.

g. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

7. Effective Date and Termination Provision:

a. This Memorandum of Agreement (MOA) is effective upon the date of the last signatures of the parties. This MOA may be modified or amended only by written agreement.

b. This MOA may be terminated at any time by mutual consent of both parties to the MOA or either party upon ten (10) day's notice in writing to the other party.

c. This MOA will be reviewed annually to determine if the conditions of the MOA are still current.

APPROVED:

BY:

James R. John
Anne Beasley

Date

01-02-97

Warden

Federal Bureau of Prisons

Federal Prison Camp, Bryan, Texas

Harold J. Leeman, Jr.
HAROLD J. LEEMAN, JR.
LTC, EN
Acting Commander

Date

11/22/97